

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR

Petitioner,

v.

Case N° SC2023-1406

The Florida Bar File

DAVID LUTHER WOODWARD,

N° 2024-90,005(OSC)

Respondent.

THE AMENDED REPLY OF DAVID LUTHER WOODWARD, RESPONDENT,
TO
*THE FLORIDA BAR'S PETITION FOR
AN ORDER TO SHOW CAUSE*

To the Justices of this Honorable Court:

COMES NOW THE RESPONDENT David Luther Woodward, *in propria persona*, and amends his reply to *THE FLORIDA BAR'S PETITION FOR AN ORDER TO SHOW CAUSE* (hereinafter sometimes "the Petition") to correct typographical errors and would show this Honorable Court:

1. The allegations set forth in Paragraph 1 of the Petition are admitted.
2. The allegations set forth in Paragraph 2 are denied and strict proof is demanded.
3. The allegations set forth in Paragraph 3 of the Petition are admitted.
4. The allegations set forth in Paragraph 4 of the Petition are admitted.

5. The allegations set forth in Paragraph 5 of the Petition are admitted in part and denied in part, to wit, it is admitted that an interview with Dr. William Kuzbyt occurred, but denies that it was conducted by ZOOM, and accordingly, demands strict proof of all the rest and remainder.

6. Respondent has no information as regards the allegations set forth in Paragraph 6; accordingly, they are denied and strict proof is demanded.

7. Respondent has no information as regards the allegations set forth in Paragraph 7; accordingly, the allegations set forth in Paragraph 7 are denied and strict proof is demanded.

8. Respondent has no information as regards the allegations set forth in Paragraph 8; accordingly, the allegations set forth in Paragraph 8 are denied and strict proof is demanded.

9. Respondent has no information as regards the allegations set forth in Paragraph 9; accordingly, the allegations set forth in Paragraph 9 are denied and strict proof is demanded.

10. The allegations set forth in Paragraph 10 are denied and strict proof is demanded.

11. The allegations set forth in Paragraph 11 are denied and strict proof is demanded.

12. The allegations set forth in Paragraph 12 of the Petition are admitted.

13. The allegations set forth in Paragraph 13 are denied because the allegations mischaracterize the tenor of the letter, the assertions made therein and emphasizes only the responses that are irrelevant to the respondent's critical objections; accordingly the letter itself is the best evidence of what the letter sets forth and said Exhibit C is adopted herein.

14. The allegations set forth in Paragraph 14 of the Petition are admitted.

15. The allegations set forth in Paragraph 15 are denied and strict proof is demanded.

16. The allegations set forth in Paragraph 16 are denied and strict proof is demanded.

17. The allegations set forth in Paragraph 17 are denied and strict proof is demanded.

WHEREFORE, the undersigned moves that in all things this petition be dismissed.

AFFIRMATIVE DEFENSES

18. The allegations contained in Paragraph 1 through and including 17 above are incorporated herein by reference.

19. The allegations set forth in the Petition are hearsay representations and as such, should be stricken.

20. No evidence was adduced at the hearing in chief on this matter, nor revealed by any tests administered or reports of same thereafter is Respondent medical diagnosed as an abuser of alcohol or illicit or “recreational” drugs.

21. The Respondent has never used, been habituated by, to, or been under the influence in any manner from illicit or “recreational” drugs.

22. The Respondent has never been diagnosed as an abuser of alcohol; moreover, in more that seventy (70) years of driving cars, trucks and farm tractors has the Respondent been detained, questioned, tested or arrested or otherwise questioned for any suspicion related to alcohol abuse.

23. Notwithstanding that Paragraph 2 of the petition recites that “(t)he terms and conditions of respondent’s probation includes, in part, that respondent contact “Florida {sic} Lawyers Assistance, Inc. (FLA, Inc.) within thirty (30) days of the issuance of the final order in this case to schedule a *psychiatric evaluation* (emphasis supplied) by a mental health professional who is an FLA-approved evaluator” and the respondent, no psychiatrist was ever suggested and a “mental health professional” is not by definition a psychiatrist; accordingly, the evaluations upon which the Petitioner relies are invalid.

24. At no time prior to, during, or even after the ruling of the court did anyone provide a copy of, or explain the covenants and conditions contained in the “three (3) year dual diagnosis contract to included outpatient substance abuse” as described in Paragraph 8 of the Petition, and accordingly, FLA is not qualified to render a “diagnosis”.

25. The contract as proffered was in effect a treatment plan without a formal diagnosis by any medical personnel.

26. Prior to and during—and since—the hearing herein the Respondent has had a patient/physician relationship with a psychiatrist, namely Henry Dorn, M. D., and the actions countenanced by the FLA-nominated “mental health professional” are an invasion of the patient/physician relationship and the privilege arising therefrom.

27. Of the tests that may have been administered and any interviews that may have taken place the Respondent was never provided with either the results of the test or the written report arising therefrom and that failure is an invasion of the patient/physician relationship and the privilege arising therefrom.

28. Notwithstanding the attempt at a comical reference to the social aspects of Petitioner’s marriage as set forth in Paragraph 13 of the Petition, the allegation fails to include the true, salient and appropriate objections thereto, namely

Responding to your letter emailed to Richard Greenberg, esquire, and then forwarded on to me, there are several reasons I chose not to execute the contract proposed by Florida Lawyer's Assistance (which along with its representatives will hereinafter sometimes be referred to as "FLA"). They are set forth hereinafter.

Firstly, I have successfully completed the 75-day suspension-which extended to all state and federal courts the bars of which I am a member. To my knowledge either I was automatically reinstated in all courts at the end of the severally imposed time periods, or I filed appropriate motions of reinstatement which were uniformly granted.

The details of the and {sic} contract and the covenants set forth therein as presented were not subject to discussion or negotiation: in point of fact, it was a contract of adhesion which usurped the principals of freedom contract, impinged on the authority and finality of the actions of the Florida Supreme Court, and unduly extended the terms of probation to which all parties agreed and which the court rendered in its order.

It appears to me that FLA has breached the underlying common law principal in Florida of good faith and fair dealing. Even before the contract was proposed FLA never gave me an overview of the program and what I could expect. That was a failure on the part of FLA to inform me of the process and program agendas they intended to follow. More importantly, there was no informed consent required of me at the time as I recall.

Had the Supreme Court provided in its order that FLA. could exercise discretion as it chose such an action as this could be comprehended.

I was interviewed by telephone by William J. Kuzbyt, Psy.D., of Bonita Springs. I took at his request

certain standardized personality assessment tests. I also subjected myself to invasive laboratory testing. I requested access to and copies of the records generated by FLA., its employees and contractors, but I was summarily denied. Florida statutes, case law and administrative rules comprehend the availability of all records to the patient. (I assume that I am the patient).

The contract FLA demanded I execute included covenants to participate in drug and alcohol rehabilitative activities the basis for which could only be founded on medical test results, if such were the case, because in the hearing in this matter only one expert appeared and was qualified. Henry Dorn, M. D., my psychiatrist, appeared and testified, but during that testimony said nothing about drug or alcohol abuse, but about a diagnosis of depression. An examination of the record in this case reveals that there is no reference to drug or alcohol abuse by witness.

Upon the entry of the order of the Supreme Court I contacted every person or agency to which I was referred. FLA was slow in responding to any request I forwarded. Considering that every event has cost significant money, and that none of the testing events could be done in my physicians office, please understand that I have adequate health insurance to have paid for the laboratory tests and I would have been relieved of an additional expense.

I shall be happy to discuss this matter with anyone from The Florida Bar who is involved in the disciplinary process. *See, Exhibit C to petition*

29. The imposition of the terms of the contract would have effectively modified the terms of order rendered herein with reference to probation in that it would have extended the implication and effectiveness thereof until 2025 or later.

30. Under the circumstances Respondent was justified in declining to execute the contract.

31. There is no basis at law or in chancery to allege that “(t)he other members of the bar should not have to pay for respondent’s noncompliance with this Court’s order and the instant proceeding”; accordingly, Respondent should be only be responsible for exigent costs attached to this proceeding, if any.

32. In light of the facts the Petitioner has proved no basis for a suspension of the Respondent for any length of time.

33. In light of the facts the Petitioner has proved no basis for contempt and therefore no new suspension should be imposed.

34. In light of the facts the Petitioner has proved no basis for the probation in Supreme Court Case No. SC2020-1842(TFB File 2020-00,232(01A)) be terminated.

35. In light of the facts the Petitioner has proved no basis for the ruling that prior to petitioning for reinstatement, respondent must undergo a comprehensive mental health and substance abuse evaluation by an approved FLA, Inc. provider, comply with any recommendations including entering into a rehabilitation contract and receive a recommendation from FLA, Inc. in support of his reinstatement.

36. FLA, Inc., a fictitious name for Florida Lawyers Assistance, Inc., that has no apparent connection to The Florida Bar or this Honorable Court and its attempt to control the lives of members of the Bar of this court can only be consensual.

Wherefore, David Luther Woodward requests that this Honorable Court render an Order Discharging THE FLORIDA BAR'S PETITION FOR AN ORDER TO SHOW CAUSE forthwith, and if not forthwith, the appointment of a referee and plenary hearing conducted hereon and that he be dismissed with prejudice, and for such other and further relief as may be just, lawful and equitable, and that the Respondent be sent for *sine die*.

REQUEST FOR PRODUCTION

The Respondent hereby requests that the Petitioner produce within the time limits imposed by the Florida Rules of Civil Procedure all writings photographs, notes, entries, reports or whatever type or kind whether verbal and transcribed or written having reference to this case or to Florida Supreme Court Case N° SC2020-1842 as well as an electronic copy of the record of said hearing and all exhibits.

Respectfully submitted

The Law Offices of
David Luther Woodward, P. A.

/s/ David L. Woodward

David Luther Woodward
The Florida Bar № 121708
1415 Lemhurst Road
Post Office Box 4475
Pensacola, Florida 32507-0475
850.456.4010

DLW@WoodLaw.Pro

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and exact copy of the above and foregoing
has been furnished to

Patricia Ann Toro Savitz, Staff Counsel
The Florida Bar Headquarters
651 East Jefferson Street
Tallahassee, Florida 32399-2300
psavitz@floridabar.org

by distribution through the court's electronic distribution system on October 30,
2023.

NOTICE OF COUNSEL, EMAIL AND TYPEFACE

I HEREBY CERTIFY that I am the primary counsel, that the address set forth
in the signature above, along with that email address, is primary address, and that the
typeface and formatting of the pleading conforms with the rules of this court.

/s/ David L. Woodward

Of counsel